Service Description of SMARTnet and SMARTnet On-site

This document describes the SMARTnet and SMARTnet On-site Cisco Services which you the "End-User" have purchased (and Cisco will be providing) either directly from Cisco or through a Cisco Authorized Channel. It should be read in conjunction with the following documents posted at www.cisco.com/go/servicedescriptions: (i) the Glossary of Terms, (ii) the Priority and Escalation Guideline and (iii) the list of Services not covered. This document is for description purposes only. It is not a contract and does not create any rights or obligation for you or for Cisco. The contract, if any, governing the provision of Cisco Services shall be either: (a) the one signed by you and Cisco if you are purchasing the services directly from Cisco or (b) the one between you and the Cisco Authorized Channel.

SMARTnet

Cisco Responsibilities:

- Cisco Technical Assistance Center (TAC) access 24 hours per day, 7 days per week to assist with Product use, configuration and trouble shooting issues and access to Cisco.com. Cisco will respond within one (1) hour for all calls received during Standard Business Hours and for Severity 1 and 2 calls received outside Standard Business Hours. For Severity 3 and 4 calls received outside Standard Business Hours, Cisco will respond no later than the next Business Day.
- Manage problems according to the Cisco Severity and Escalation Guideline.
- Access to Cisco.com. This system provides End-User with helpful technical and general information on Cisco Products as well as access to Cisco's on-line Software Center library. Please note that access restrictions identified by Cisco from time to time may apply.
- Work-around solutions or patches to reported Software problems using reasonable commercial efforts. Cisco will either make available a Software patch from the Cisco.com Software Center (www.cisco.com/software) or ship a Maintenance Release to End-User for the Product experiencing the problem.
- Updates where available and where End-User requests these for supported Software.
- If a Feature Set Upgrade is licensed, End-User will be entitled to Updates (subject to anything to the contrary contained in this document or the Agreement) at the upgraded level for the licensed Hardware.
- Software releases and any supporting Documentation will be made available from the Cisco.com Software Center (www.cisco.com/software) or on physical media such as CDROM. Applicable supporting Documentation, if available, is limited to one copy per Software release. End-User can, however, purchase additional copies from Cisco.

Advance Replacement and On-Site Services

Cisco Responsibilities:

Cisco shall provide End-User with the Advance Replacement Services and/or On-site Services that End-User has selected and detailed in Parts I and II below and where available.

Advanced Replacement and On-Site Services are subject to geographic and weight restrictions depending upon End-User's location. End-User may check availability by accessing Cisco's Service Availability Matrix at: http://www.cisco.com/cgi-bin/front.x/agents/SAM/cca_sam_landing.cgi. Please note that destination country importation, compliance with US export controls and customs processes may condition actual delivery times. Shipments will be DDU (Incoterms 2000), except for shipment to and from the European Union will be shipped DDP (Incoterms 2000), using Cisco's preferred carrier, freight prepaid by Cisco, excluding import duties, taxes and fees, where applicable. Requests for alternate carriers will be at End-User's expense. Chassis and line card Advance Replacement Service must be at the same level of coverage. Cisco will provide End-User with Advance Replacement(s) that are either new or equivalent to new.

Part I - Advance Replacement Services

- SMARTnet 8x5xNext Business Day: An Advance Replacement will ship to arrive the next Business Day provided that Cisco's determination of Hardware failure has been made before 3:00 p.m. Depot Time. If End-User make a request after 3:00 p.m. Depot Time, Cisco will ship the Advance Replacement the next Business Day.
- SMARTnet 8x5x4: Advance Replacement on a Four-Hour Response basis between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, provided that Cisco's determination of Hardware failure has been made before 1:00 p.m. Depot Time. If End-User make a request after 1:00 p.m. Depot Time, Cisco will deliver the Advance Replacement the morning of the next Business Day.
- SMARTnet 24x7x4: Advance Replacement parts on a Four-Hour Response basis twenty-four (24) hours per

day, seven (7) days per week, including Cisco-observed holidays.

- SMARTnet 24x7x2: Advance Replacement on a Two-Hour Response basis twenty-four (24) hours per day, seven (7) days per week, including Cisco-observed holidays.

Part II - SMARTnet On-Site Support Services

- SMARTnet On-Site 8x5xNext Business Day: Next-business-day Remedial Hardware Maintenance, together with parts, labor and materials, by 5:00 p.m. Depot Time provided Cisco's determination that on-site Service is required has been made before 3:00 p.m. Depot Time the prior day (otherwise, second Business Day will be provided for calls placed after 3:00 p.m. Depot Time).

- SMARTnet On-Site 8x5x4: Four Hour Response for Remedial Hardware Maintenance service between 9:00 a.m. and 5:00 p.m. Depot Time the same Business Day, together with parts, labor and materials, provided Cisco's determination that on-site service is required has been made before 1:00 p.m. Depot Time.

- SMARTnet On-Site 24x7x4: Four Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.

- SMARTnet On-Site 24x7x2: Two Hour Response for Remedial Hardware Maintenance twenty four (24) hours per day, seven (7) days per week including Cisco observed holidays.

End-User Responsibilities:

The provision of the Service options assumes that End-User will:

- Provide a priority level as described in the Cisco Severity and Escalation Guideline for all the calls End-User places.

- Comply with the terms of the Cisco Software license attached to the Software or in the absence of such terms by the license posted at http://www.cisco.com/en/US/products/prod_warranties_item09186a008025c927.html

- Provide, at End-User's expense, reasonable access to the Product through the Internet or via modem to establish a data communication link between End-User and the Cisco TAC engineer and systems passwords so that problems may be diagnosed and, where possible, corrected remotely.

- Provide thirty (30) days Notice to Cisco of any requested addition(s) to End-User's Equipment List.

- Notify Cisco, using Cisco.com, of Product on the Equipment List which End-User has moved to a new location within thirty (30) days of such relocation. Please be aware that the Services will be provided to End-User beginning thirty (30) days after receipt of End-User's notification. Cisco will also need End-User to notify Cisco of any modification to the Product and configuration including upgrades or changes to FRUs not in the original configuration within five (5) days of such modification.

- Provide current shipment contact information as follows: contact name, title, address, telephone number, e-mail address, and fax number.

- Provide valid and applicable serial numbers for all Product problems and issues reported to Cisco or where End-User is seeking information from Cisco in connection with Product use. Cisco may also require End-User to provide additional information in the form of location of the Product, city location details and zip code information.

- When requested, provide Cisco with a list of all personnel that End-User has authorized to contact Cisco or access Cisco.com for Services and to download Software from Cisco.com or Cisco's PUT. End-User is responsible for reviewing the list on an annual basis and adding or removing personnel as necessary.

- Use the latest release of Software, where Cisco advises End-User that this will correct a reported Software problem.

Where End-User has purchased Advance Replacement Services:

- Return to Cisco any defective or returned Product in accordance with Cisco's RMA procedure. End-User agrees to assist Cisco in troubleshooting failed Hardware down to the FRU level prior to initiating the RMA procedure.

- End-User is responsible for the following when returning Product to Cisco: (a) proper packaging, including description of failure and written specifications of any other changes or alterations; (b) returns must be received within thirty (30) days; otherwise, the replacement Product will be charged at the current Price List. Packages for replacement shall be shipped DDU (Incoterms 2000) or FCA (Incoterms 2000) as applicable.

- Test all repaired or replacement Product received to determine if any damage occurred in transit. Products damage and/or misshipments must be reported to Cisco within ten (10) business days of receipt.

Where End-User has purchased On-Site Services:

- Provide an appropriate work environment and reasonable access, working space including heat, light, ventilation, electric current and outlets, and local telephone extension (or toll free domestic and international access to Cisco) for the use of Cisco's service personnel in the Product's physical location.

- Back-up Software images and configurations on a regularly scheduled basis and provide those images and configurations to Cisco's on-site personnel in connection with Remedial Hardware Maintenance.

- Ensure all Products are installed below ten (10) feet. For Products installed above four (4) feet, provide ladders that reach the height of the Product.

- Provide TFTP (Telnet File Transfer Protocol) capabilities or internet access for the purpose of downloading Software images by the Cisco on-site personnel

- Provide safety and security protection of Cisco's personnel or its subcontractors for unmanned sites.

- Provide Cisco with the name of a point of contact prior to delivery of equipment by Cisco's personnel.